



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

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MARK J. SALADINO
TREASURER AND TAX COLLECTOR

May 20, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ISSUANCE AND SALE OF THE BURBANK UNIFIED SCHOOL DISTRICT
(COUNTY OF LOS ANGELES, CALIFORNIA)
GENERAL OBLIGATION BONDS, 1997 ELECTION, SERIES C
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution authorizing the issuance and sale of general obligation bonds of the Burbank Unified School District in an aggregate principal amount not to exceed \$65,005,843.20.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Governing Board of the Burbank Unified School District adopted a resolution on May 2, 2002 and determined that the District needs to borrow funds in an aggregate principal amount not to exceed \$65,005,843.20 to be used for authorized purposes.

On April 8, 1997, an election was held whereby qualified voters of the District approved the proposition authorizing the District to issue \$112,500,000 in general obligation bonds in order to rehabilitate Burbank schools, including replacing inadequate electrical, plumbing, heating, and air conditioning systems; comply with safety standards; renovate, construct and modernize classrooms and school facilities. This is the third and last issuance of bonds authorized under this measure. Bonds sold in the first two series amounted to \$47,494,156.80.

Pursuant to Section 15140 of the Education Code, the Board of Supervisors is responsible for offering the District's bonds for sale. Such bonds shall be issued in the name and on behalf of such school district by the Board of Supervisors of the County of Los Angeles following receipt of the district resolution requesting such borrowing.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal of Service Excellence by providing one stop service delivery to the school district. It supports the Strategic Plan Goal of Organizational Effectiveness through collaborative actions among County departments and other governmental jurisdictions. And, it supports the Strategic Plan Goal of Fiscal Responsibility by providing investment in and development of public school infrastructure in this County.

FISCAL IMPACT/FINANCING

None to the County. All debt will be paid by the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Resolution provides for issuance of the bonds with interest rate not to exceed the maximum rate permitted by law. The final structure will be determined at the time of pricing to achieve the lowest cost of financing within the limits of the proposition's tax levy. The term of the bonds will not exceed twenty-five years. Provisions for optional redemption of these bonds will be described in the Contract of Purchase.

The Resolution provides for the negotiated sale of the bonds, with participation by the Treasurer and Tax Collector in pricing of the bonds, to the Underwriter. The District has selected Stone & Youngberg LLC as Underwriter; and Quint & Thimmig LLP as the Bond Counsel; and U. S. Bank Trust National Association as Paying Agent.

The County will annually levy and collect ad valorem taxes for the repayment of the bonds on behalf of the District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

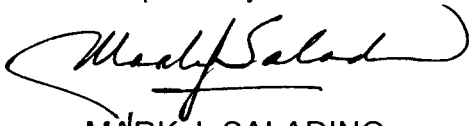
Not Applicable

The Honorable Board of Supervisors
May 20, 2002
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CONCLUSION

Upon approval of this Resolution, the Department will need two (2) originally executed copies of the adopted Resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Saladino", with a stylized flourish at the end.

MARK J. SALADINO
Treasurer and Tax Collector

MJS:DL:BLC:pab
pb/board/ burbank usd ser c

Attachments(2)

c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 Auditor-Controller
 County Counsel
 Burbank Unified School District
 Los Angeles County Office of Education
 Stone & Youngberg LLC
 Quint & Thimmig LLP
 U.S. Bank Trust National Association

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AUTHORIZING THE ISSUANCE AND SALE OF BURBANK UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 1997 ELECTION, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$65,005,843.20

RESOLVED, by the Board of Supervisors (the "Board") of Los Angeles County, California (the "County"), as follows:

WHEREAS, a duly called special municipal election was held in the Burbank Unified School District, Los Angeles County, California (the "District"), on April 8, 1997, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$112,500,000 (the "Bonds"), payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, the Board has heretofore issued and sold Bonds in the name of the District, following receipt of a resolution adopted by the Board of Education of the District July 3, 1997, entitled "Burbank Unified School District (Los Angeles County, California) General Obligation Bonds, 1997 Election, Series A" (the "Series A Bonds"), in the aggregate principal amount of \$7,497,787.05, for the purpose of raising funds needed to rehabilitate Burbank schools, including replacing inadequate electrical, plumbing, heating, and air conditioning systems; comply with fire, earthquake, health and safety standards; renovate, construct and modernize classrooms and school facilities, and not used for administrators' or teachers' salaries, with all expenditures monitored by a community oversight committee (the "Project") and other authorized costs;

WHEREAS, the Board has also heretofore issued and sold Bonds in the name of the District, following receipt of a resolution adopted by the Board of Education of the District, on July 2, 1998, entitled "Burbank Unified School District (Los Angeles County, California) General Obligation Bonds, 1997 Election, Series B" (the "Series B Bonds"), in the aggregate principal amount of \$39,996,369.75, for the purpose of raising funds needed for the Project and other authorized costs;

WHEREAS, the Board has received a resolution of the Board of Education of the District adopted on May 2, 2002 (the "District Resolution"), requesting the issuance of a third series of Bonds, to be entitled "Burbank Unified School District (Los Angeles County, California), General Obligation Bonds, 1997 Election, Series C, in an aggregate principal of not to exceed \$65,005,843.20 (the "Series C Bonds") for the purpose of raising funds for the Project and other authorized costs; and

WHEREAS, in its resolution, the District found and informed this Board that all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Series C Bonds, is within all limits prescribed by law;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Supervisors of Los Angeles County, California, as follows:

Section 1. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Bond Purchase Contract, hereinafter defined):

"Accreted Interest" means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

"Accreted Value" means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2002 (unless otherwise provided in the Bond Purchase Contract)), assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

"Bond Payment Date" means, with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing February 1, 2003, with respect to the interest on the Current Interest Bonds and August 1, of each year commencing August 1, 2003, with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

"Bond Purchase Contract" means the Bond Purchase Contract by and among the County, the District and the Underwriter, for the purchase and sale of the Series C Bonds.

"Bond Register" means the registration books for the Series C Bonds maintained by the Paying Agent.

"Capital Appreciation Bonds" means the Series C Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such Series C Bonds in the Bond Purchase Contract.

"County Office of Education" means the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Current Interest Bonds" means the Series C Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Series C Bond as designated and maturing in the years and in the amounts set forth in the Bond Purchase Contract.

"Denominational Amount" means, with respect to the Capital Appreciation Bonds, the initial purchase price thereof, which represents the principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

"Information Services" means Financial Information, Inc.'s "Daily Called Bond Service", 30 Montgomery Street, 10th Floor, Jersey City, NJ 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, NY 10006; Mergent/FIS, Inc., 5250 77 Center Drive, Suite 150, Charlotte, NC 28217, Attention: Municipal News Reports; Standard & Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, NY 10004; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a request of the District delivered to the Paying Agent.

"Maturity Value" means the Accreted Value of any Capital Appreciation Bond on its maturity date.

"Paying Agent" means the Treasurer and Tax Collector or any bank, trust company, national banking association or other financial institution appointed as paying agent for the Series C Bonds, in the manner provided in this Resolution.

"Principal" or "Principal Amount" means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.

"Record Date" means the 15th day of the month preceding each Bond Payment Date.

"Securities Depositories" means The Depository Trust Company, 711 Stewart Avenue, Garden City, NY 11530, Fax (516) 227-4039; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a certificate of the District delivered to the Paying Agent.

"Series C Bonds" means the Burbank Unified School District (Los Angeles County, California) General Obligation Bonds, 1997 Election, Series C, issued by the County pursuant to the Bond Resolution.

"Term Bonds" means those Series C Bonds for which mandatory redemption dates have been established in the Bond Purchase Contract.

"Transfer Amount" shall mean, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

"Underwriter" means Stone & Youngberg LLC.

Section 2. Authorization of Series C Bonds. That for the purpose of raising money for real property acquisition or improvements, namely: (a) for the purpose of raising funds needed for the Project, and (b) to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Series C Bonds.

Section 3. Sale of the Series C Bonds; Approval of Bond Purchase Contract. The form of Bond Purchase Contract by and among the County, the District and the Underwriter, substantially in the form attached hereto as Exhibit A, is hereby approved and the Treasurer and Tax Collector of the County (the "Treasurer and Tax Collector"), or a designated deputy thereof, or the Chairman of the Board or such Chairman's designee is hereby authorized to execute and deliver the Bond Purchase Contract, and the Superintendent of the District or the Chief Facilities and Development Superintendent of the District, or the designee thereof, is hereby authorized and requested to acknowledge the execution of such Purchase Contract, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Treasurer and Tax Collector, or designated deputy thereof, or the Chairman of the Board or such Chairman's designee may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the maximum interest rate on the Series C Bonds shall not exceed the maximum rate permitted by law and the discount, excluding original issue discount, thereon shall not exceed 1.4% of the aggregate of principal amount of Series C Bonds issued. The Treasurer and Tax Collector, any designated deputy thereof, or the Chairman of the Board is further authorized to determine the principal amount

of the Series C Bonds to be specified in the Bond Purchase Contract for sale by the Board of not to exceed \$65,005,843.20 for the purpose of raising funds for the Project and other authorized costs and to enter into and execute the Bond Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 4. Series C Bond Terms.

(a) *Denomination; Interest; Dated Dates.* The Series C Bonds shall be issued as Bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Denominational Amount or any integral multiple thereof, and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the Maturity Value of such Capital Appreciation Bond shall not be in an integral multiple of \$5,000).

Each Capital Appreciation Bond shall be dated, and shall accrete Accreted Interest from, its date of initial issuance. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated as of July 1, 2002, or such other date as shall appear in the Bond Purchase Contract (the "Dated Date"), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2003, in which event it shall bear interest from the Dated Date.

The Series C Bonds shall bear interest or accrete interest at a rate or rates such that the interest rate shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates.

The Capital Appreciation Bonds shall mature in the years and shall be issued in the aggregate Denominational Amount set forth in the Bond Purchase Contract and shall have an interest rate and shall the Maturity Values shown in the Accreted Value Table attached to the Bond Purchase Contract; *provided, however*, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(b) Redemption.

(i) *Optional Redemption.* Unless otherwise provided in the Bond Purchase Contract, the Current Interest Bonds maturing on or before August 1, 2011, are not subject to redemption prior to their fixed maturity dates. Unless otherwise provided in the Bond Purchase Contract, the Current Interest Bonds maturing on or after August 1, 2012, may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 2011, or on any date thereafter as a whole, or in part in inverse order of maturity and by lot within a maturity. For the purposes of such selection, Current Interest Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Unless otherwise provided in the Bond Purchase Contract, the Current Interest Bonds called prior to maturity will be redeemed at the following redemption prices, expressed as a percentage of par value, together with accrued interest to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
August 1, 2011 through July 31, 2012	101%
August 1, 2012 and thereafter	100

The Capital Appreciation Bonds are not subject to optional redemption.

(ii) *Mandatory Redemption.* Unless otherwise provided in the Bond Purchase Contract, the Term Bonds are subject to mandatory redemption from moneys in the Interest and Sinking Fund established in Section 11 hereof prior to their stated maturity date, at the Principal Amount or Accreted Value thereof, without premium on each August 1, in Principal Amounts as set forth in the Bond Purchase Contract.

(iii) *Selection of Bonds for Redemption.* Whenever provision is made pursuant to Section 4(b)(i) hereof for the redemption of Series C Bonds and less than all Outstanding Series C Bonds are to be redeemed, the Paying Agent identified below, upon written instruction from the District, shall select Series C Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Series C Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iv) *Notice of Redemption.* When redemption is authorized or required pursuant to Section 4(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Series C Bonds. Such Redemption Notice shall specify: (A) the Series C Bonds or designated portions thereof (in the case of redemption of the Series C Bonds in part but not in whole) which are to be redeemed, (B) the date of redemption, (C) the place or places where the redemption will be made, including the name and address of the Paying Agent, (D) the redemption price, (E) the CUSIP numbers (if any) assigned to the Series C Bonds to be redeemed, (F) the Bond numbers of the Series C Bonds to be redeemed in whole or in part and, in the case of any Series C Bond to be redeemed in part only, the Principal Amount of such Series C Bond to be redeemed, and (G) the original issue date, interest rate or Reoffering Yield and stated maturity date of each Series C Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Series C Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice: (A) at least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register; (B) at least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories; (C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (1) registered or certified mail, postage prepaid, or (2) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Series C Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Series C Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Series C Bonds being redeemed with the proceeds of such check or other transfer.

(v) *Partial Redemption of Series C Bonds.* Upon the surrender of any Series C Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Series C Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Series C Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) *Effect of Notice of Redemption.* Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Interest and Sinking Fund, the Series C Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series C Bonds to be redeemed as provided in Section 4(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Series C Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Series C Bonds shall be held in trust for the account of the Owners of the Series C Bonds so to be redeemed.

All Series C Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be canceled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be canceled by the Paying Agent.

(vii) *Series C Bonds No Longer Outstanding.* When any Series C Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Series C Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Series C Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 5. Execution of Bonds. The Series C Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board of Supervisors, the Executive Officer-Clerk of the Board and the Treasurer and Tax Collector, and the seal of the County shall be reproduced thereon. No Series C Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Series C Bond is signed by the Paying Agent as authenticating agent, that the Series C Bond as authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 6. Appointment of Paying Agent. The Treasurer and Tax Collector is hereby appointed to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series C Bonds. The Treasurer and Tax Collector may contract with any third party to perform the services of Paying Agent under this Resolution. The fees and expenses of the Paying Agent shall be the responsibility of the District and, to the extent not paid from the proceeds of the sale of the Series C Bonds, may be paid in each year from the Interest and Sinking Fund of the District insofar as permitted by law including, specifically, section 15232 of the California Education Code.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District and the Treasurer and Tax Collector. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Treasurer and Tax Collector and signed by the District. A successor Paying Agent shall be appointed by the District with the written consent of the Treasurer and Tax Collector, which consent shall not be unreasonably withheld, and shall be a bank or trust company organized under the laws of the state or any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the Treasurer and Tax Collector, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer and Tax Collector. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer and Tax Collector shall act as the Paying Agent. The County shall promptly cause to be published at District expense in an Authorized Newspaper the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent.

Section 7. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on the Bond Register or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and prepayment premiums, if any, payable on the Current Interest Bonds and the Accreted Value and prepayment premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Series C Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Series C Bonds upon payment thereof. The Series C Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Series C Bonds.

Section 8. Bond Registration and Transfer. If the book entry system is no longer in effect as provided in Section 10, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office the Bond Register. While such book entry system is in effect, such books need not be kept, as the Bonds will be represented by one Bond for each maturity registered in the name of Cede & Co., as nominee for DTC (as hereinafter defined).

Subject to the provisions of Section 7 above, the person in whose name a Series C Bond is registered on the Bond Register shall be regarded as the absolute owner of that Series C Bond for all purposes of this Resolution. Payment of or on account of the principal of and interest on any Series C Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 8. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Series C Bonds, including interest, to the extent of the amount or amounts so paid.

So long as any of the Series C Bonds remains outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Series C Bonds as provided in this Section 8. Subject to the provisions of Section 7, the person in whose name a Series C Bond is registered on the Bond Register shall be regarded as the absolute owner of that Series C Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Series C Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 8. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Series C Bonds, including interest, to the extent of the amount or amounts so paid.

Any Series C Bond may be exchanged for Series C Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Series C Bond may be transferred on the Bond Register only upon presentation and surrender of the Series C Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Series C Bond or Series C Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Series C Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Series C Bond shall become mutilated, the County, at the expense of the Owner of said Series C Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series C Bond of like series, tenor and Transfer Amount in exchange and substitution for the Series C Bond so mutilated, but only upon surrender to the Paying Agent of the Series C Bond so mutilated. If any Series C Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent, the County and the District satisfactory to the Paying Agent shall be given by the owner, the County, at the expense of the Series C Bond owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series C Bond of like tenor in lieu of and in substitution for the Series C Bond so lost, destroyed or stolen (or if any such Series C Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Series C Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity

satisfactory to the Paying Agent). The Paying Agent may require payment of a reasonable fee for each new Series C Bond issued under this paragraph and of the expenses which may be incurred by the County and the Paying Agent.

If manual signatures on behalf of the County are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Series C Bonds only after the new Series C Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Series C Bonds, the County shall sign and the Paying Agent shall authenticate and deliver Series C Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Series C Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Series C Bonds surrendered upon that exchange or transfer.

Any Series C Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be canceled by the Paying Agent. The District and the County may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Series C Bonds that the District and the County may have acquired in any manner whatsoever, and those Series C Bonds shall be promptly canceled by the Paying Agent. Written reports of the surrender and cancellation of Series C Bonds shall be made to the District and the County by the Paying Agent on or before February 1 and August 1 of each year. The canceled Series C Bonds shall be retained for six years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Series C Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Series C Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Series C Bonds which have been selected or called for redemption in whole or in part.

Section 9. Forms of Bonds. The Series C Bonds shall be in substantially the forms set forth in Exhibits B and C attached hereto and incorporated herein, allowing those officials executing the Series C Bonds to make the insertions and deletions necessary to conform the Series C Bonds to this Resolution, and the Bond Purchase Contract.

Section 10. Book-Entry System. Except as provided below, the owner of all of the Series C Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series C Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The County, the Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the County, the Paying Agent nor the District shall be affected by any notice to the contrary. The County, the Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The County and the District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such

payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the County to that effect, DTC shall notify the Participants of the availability through DTC of Series C Bonds. In such event, the County shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and the County and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District and the County to do so, the District and the County will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any DTC Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds.

Section 11. Establishment of Funds and Accounts; Delivery of Series C Bonds; Disposition of Proceeds of the Series C Bonds.

(a) Establishment of Funds and Accounts.

(i) **Building Fund.** A fund, to be known as the "Burbank Unified School District, General Obligation Bonds, 1997 Election, Series C, Building Fund" (the "Building Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used solely for the purpose for which the Series C Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

(ii) **Interest and Sinking Fund.** A fund, to be known as the "Burbank Unified School District, General Obligation Bonds, 1997 Election, Series C, Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used only for payment of principal and interest on the Series C Bonds. Any excess proceeds of the Series C Bonds not needed for the authorized purposes set forth herein for which the Series C Bonds are being issued shall be transferred to the Interest and Sinking Fund and applied to the payment of principal and interest on the Series C Bonds at the direction of the District. If, after payment in full of the Series C Bonds, there remain excess proceeds, any such

excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 11, any excess proceeds of the Series C Bonds not needed for the authorized purposes set forth herein for which the Series C Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested.

(iii) **Costs of Issuance Fund.** A fund, to be known as the "Burbank Unified School District, General Obligation Bonds, 1997 Election, Series C, Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Amounts on deposit in the Costs of Issuance Fund shall be disbursed for the purpose of paying all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series C Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series C Bonds and charges and fees in connection with the foregoing ("Costs of Issuance"). Payment of the Costs of Issuance shall be made only upon the receipt by the County Office of Education of a written request of the District in a form similar to Exhibit D attached hereto. On January 1, 2003, all amounts remaining on deposit in the Costs of Issuance Fund shall be withdrawn therefrom transferred to the Building Fund, and the Costs of Issuance Fund shall be closed.

(b) *Delivery of Series C Bonds.* The proper officials of the County shall cause the Series C Bonds to be prepared and, following their sale, shall have the Series C Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series C Bonds, to the original purchaser upon payment of the purchase price in funds which are immediately available to the Paying Agent.

(c) *Disposition of Proceeds of the Series C Bonds.* On the date of delivery of the Series C Bonds (the "Closing Date"), the proceeds of sale of the Series C Bonds shall be paid by the original purchaser to the County Treasurer and Tax Collector. The County Treasurer and Tax Collector shall deposit such amounts as follows:

(i) The Treasurer and Tax Collector shall deposit in the Interest and Sinking Fund an amount equal to the accrued interest on the Series C Bonds, and premium, if any, paid by the Underwriter;

(ii) The Treasurer and Tax Collector shall deposit in the Costs of Issuance Fund the proceeds of the Series C Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date); and

(iii) The Treasurer and Tax Collector shall deposit the remaining proceeds of the Series C Bonds in the Building Fund.

Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in any lawful investment permitted by sections 16429.1 and 53601 of the California Government Code, in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by section 53635 of the California Government Code, in the California

Local Agency Investment Fund ("LAIF"), or in a guaranteed investment contract with a financial institution or insurance company which has, at the date of execution thereof, one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations, or a claims paying ability, rated not lower than the second highest rating category (without regard to subcategories) by Standard & Poor's Ratings Services and Moody's Investors Service.

Section 12. Source of Payment. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Series C Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series C Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal of and interest on the Bonds.

Section 13. Acknowledgment of Tax Covenants. The County acknowledges that the District has, in the District Resolution, covenanted to:

(a) assure that the proceeds of the Series C Bond are not so used as to cause the Series C Bonds to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code;

(b) take no action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code;

(c) take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series C Bond;

(d) not take, or permit or suffer to be taken any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series C Bonds would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code;

(e) take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the registered owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series C Bonds; and

For purposes of this Section 13, the term "Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series C Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series C Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Section 14. Acknowledgment of Continuing Disclosure Covenant. The County acknowledges that the District has, in the District Resolution, covenanted and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. For purposes of this Section 14, the term "Continuing Disclosure Certificate" means that certain

Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 15. Official Statement. The Underwriter is hereby authorized to prepare a preliminary official statement and an official statement relating to the Series C Bonds to be used in connection with the offering and sale of the Series C Bonds. The District and the Underwriter are hereby authorized to distribute copies of the preliminary official statement and the official statement to persons who may be interested in the purchase of the Series C Bonds and is directed to deliver copies of any final official statement to the purchaser of the Series C Bonds, in such time and manner as to conform with the requirements of Rule 15c2-12 of the Securities and Exchange Commission.

Section 16. Insurance. In the event the District purchases bond insurance for the Series C Bonds, and to the extent that the issuer of such bond insurance makes payment of the principal, interest or Accreted Interest on the Series C Bonds, it shall become the owner of such Series C Bonds with the right to payment of principal, interest or Accreted Interest on the Series C Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the issuer of such bond insurance's rights as subrogee on the Bond Register upon receipt of a copy of the canceled check issued by the issuer of such bond insurance for the payment of such interest to the Owners of the Series C Bonds, and (ii) in the case of subrogation as to claims for past due principal or Accreted Interest, the Paying Agent shall note the issuer of such bond insurance as subrogee on the Bond Register upon surrender of the Series C Bonds by the Owners thereof to the issuer of such bond insurance or the insurance trustee for the issuer of such bond insurance.

Section 17. Defeasance. All or any portion of the outstanding maturities of the Series C Bonds may be defeased prior to maturity in the following ways:

(a) *Cash:* by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District and approved by the County an amount of cash which together with amounts then on deposit in the Interest and Sinking Fund is sufficient to pay all Series C Bonds outstanding and designated for defeasance, including all principal and interest and premium, if any; or

(b) *Defeasance Obligations:* by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District, Defeasance Obligations (hereinafter defined) in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Interest and Sinking Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series C Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Series C Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to all such designated outstanding Series C Bonds shall cease and terminate, except only the obligation of the County and the Paying Agent or an independent escrow agent selected by the District and approved by the County to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 17, to the owners of such designated Series C Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section 17(b), Defeasance Obligations shall mean: (a) cash; (b) non-callable direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury) or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America (including State and Local Government Securities) ("Federal Securities"); (c) direct obligations of the United States of America which have been stripped by the Department of the Treasury of the United States of America; (d) CATS, TIGRS and similar securities; (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) participation certificates of the General Services Administration; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) U.S. government guaranteed public housing notes and bonds; and (vii) project notes and local authority bonds of the U.S. Department of Housing and Urban Development; and (f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and (A) which are rated, based on the escrow, in the highest rating category of Moody's Investors Service or Standard & Poor's Ratings Services or any successors thereto; or (B)(1) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Federal Securities, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which fund is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

Section 18. Necessary Acts and Conditions. This Board determines that all acts and conditions necessary to be performed by the Board precedent to and in the ' issuing of the Series C Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series C Bonds have been performed and have been met, in regular and due form as required by law; that the full faith, credit and revenues of the District are pledged for the timely payment of the principal of and interest on the Series C Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series C Bonds.

Section 19. Approval of Actions. Officers of the Board and County officials and staff to do any and all things and to are hereby authorized and directed, jointly and severally, execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Series C Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 20. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series C Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series C Bonds shall be payable solely from the moneys of the District available therefor as set forth in Section 12 hereof.

Section 21. Certified Copy to Auditor-Controller. The Executive Officer-Clerk of the Board is hereby directed to provide a certified copy of this Resolution to the Auditor-Controller of Los Angeles County.

Section 22. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was on the ____ day of ____, 2002, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VARONA-LUKENS, Executive
Officer-Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN,
County Counsel

By Sheilah Curtis
Principal Deputy County Counsel

APPENDIX A

FORM OF BOND PURCHASE CONTRACT

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

CONTRACT OF PURCHASE

July __, 2002

County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 437
Los Angeles, CA 90012

Board of Education
Burbank Unified School District
1900 W. Olive Street
Burbank, CA 91506-2460

Ladies and Gentlemen:

Stone & Youngberg LLC (the "Underwriter") offers to enter into this Contract of Purchase (the "Purchase Contract") with the County of Los Angeles, California (the "County"), and the Burbank Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the County, the District, and the Underwriter. This offer is made subject to the written acceptance of the Purchase Contract by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the District's General Obligation Bonds, 1997 Election, Series C (the "Series C Bonds"). The Series C Bonds shall bear or accrete interest at the rates and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference. The Current Interest Series C Bonds (as defined in the County Resolution described below) shall bear interest payable from the date thereof as specified in Section 2 herein on each February 1 and August 1 commencing February 1, 2003. The Capital Appreciation Series C Bonds (as defined in the County Resolution described below) shall accrete interest from their date, as specified in Section 2 herein, compounded semiannually on February 1 and August 1, commencing on August 1, 2002, with respect to the Capital Appreciation Series C Bonds maturing August 1, ____, to August 1, 2026, and compounded semiannually on January 1 and July 1 commencing on January 1, 2002, with respect to the Capital Appreciation Series C Bonds maturing July 1, 2027, and shall be paid at maturity as shown in Appendix A hereto. The Underwriter shall purchase the Series C Bonds at a price of \$_____, which is equal to aggregate denominational amount of the Series C Bonds,

plus accrued interest with respect to the Current Interest Series C Bonds, and minus the Underwriter's discount.

2. **The Bonds.** The Current Interest Series C Bonds shall be dated July 1, 2002. The Capital Appreciation Series C Bonds shall be dated the date of delivery. The Series C Bonds shall mature on August 1 or on July 1 in the years shown in Appendix A hereto, except as provided herein, and shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on May 2, 2002 (the "District Resolution"), the resolution of the Board of Supervisors of the County adopted on June 4, 2002 (the "County Resolution" and collectively with the District Resolution, the "Resolutions"), and Section 15100 *et seq.* of the California Education Code (the "Act") and other applicable provisions of law.

Certain provisions for the optional and mandatory redemption of the Series C Bonds not otherwise specified in the Resolutions are shown in Appendix A hereto, all as provided in the County Resolution.

The Series C Bonds shall be executed and delivered under and in accordance with the provisions of the Purchase Contract and the Resolutions.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series C Bonds, the Purchase Contract, the Official Statement (defined below), and the District Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by the Purchase Contract (except as such documents otherwise provided).

The County hereby authorizes the Underwriter to use the Purchase Contract and the County Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the County to the Underwriter in connection with the transactions contemplated by the Purchase Contract (except as such documents otherwise provided).

4. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Series C Bonds at the initial public offering prices or yields to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Series C Bonds.

The Underwriter shall certify to the District (i) that as of the date of sale, all of the Series C Bonds purchased were expected to be reoffered in a bona fide public offering; (ii) that as of the date of the certification, all of the Series C Bonds purchased had actually been offered to the general public at the offering prices shown in Appendix A; and (iii) that the prices given in Appendix A are the maximum initial bona fide offering prices at which a substantial amount (at least 10%) of each maturity of the Series C Bonds purchased was sold to the general public;

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Series C Bonds, dated June __, 2002 (the Preliminary Official Statement"). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s) and other terms of the Series C Bonds which depend upon the foregoing as

provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement (the "Official Statement") relating to the Series C Bonds is available, the Underwriter will send to any potential purchaser of the Series C Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Series C Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to a national repository on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Series C Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. **Closing.** At 9:00 A.M., California time, on July __, 2002, or at such other time or on such other date as shall have been mutually agreed upon among the County, the District, and the Underwriter, (the "Closing"), the County and the District will cause to be delivered to the Underwriter (except as otherwise provided in the Resolutions), at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as may be mutually agree upon, the Series C Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in San Francisco, California, the other documents listed in Section 12(e) to be delivered by the District or by the County; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to the account of the County of Los Angeles, and deliver the other documents listed in Section 12(e) to be delivered by the Underwriter.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a school district duly organized and validly existing under the laws of the State of California, with the power to request the issuance of the Series C Bonds pursuant to the Act;

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series C Bonds; (ii) the District has full legal right, power and authority to enter into the Purchase Contract, to adopt the District Resolution, to perform its obligations under the District Resolution and the County Resolution (iii) and the Purchase Contract constitutes a valid and legally binding obligation of the District;

(c) **Consents.** Except for the action of parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series C Bonds, except for such actions as may be necessary to qualify the Series C Bonds for offer and sale under the Blue Sky or other

securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

(d) Internal Revenue Code. The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the Series C Bonds;

(e) No Conflicts. To the best knowledge of the District, the issuance of the Series C Bonds, and the execution, delivery and performance of the Purchase Contract, the Resolutions, and the Series C Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Litigation. As of the time of acceptance hereof and based on the advice of Currier & Hudson ("District Counsel"), no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the titles of the officials of the District who are required to execute any contracts, certificates, or official statements in connection with the delivery of the Series C Bonds to their respective offices, or the powers of those offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series C Bonds, or the levy or collection of taxes by the County on behalf of the District required to be collected and applied to pay the principal of and interest and compounded interest on the Series C Bonds, or the application thereof, or in any way contesting or affecting the validity or enforceability of the Series C Bonds, the Purchase Contract or the Resolutions or contesting the powers of the District or its authority with respect to the Series C Bonds, the Resolutions or the Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District, or (b) adversely affect the exclusion of the interest paid on the Series C Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(h) Arbitrage Certificate. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(i) Continuing Disclosure. To assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5), the District will undertake, pursuant to the Resolutions and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement; and

(j) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not necessarily by the person signing the same, as to the statements made therein.

8. **Representations, Warranties and Agreements of the County.** The County hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Series C Bonds pursuant to the Act;

(b) **Due Authorization.** (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Series C Bonds; (ii) the County has full legal right, power and authority to enter into the Purchase Contract, to adopt the County Resolution, to issue and deliver the Series C Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument; and (iii) the Purchase Contract constitutes a valid and legally binding obligation of the County.

(c) **No Conflicts.** To the best knowledge of the County, the issuance of the Series C Bonds, the execution, delivery and performance of the Purchase Contract, the County Resolution, and the Series C Bonds, and the compliance with the provisions hereof, do not conflict with or constitute on the part of the County a violation of or default under any existing charter, ordinance, or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(d) Litigation. As of the time of acceptance hereof, based on the advice of County Counsel, no action, suit, proceeding, hearing or investigation is pending against the County or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County, or in any way challenging the respective powers of the several offices whose holder is required to execute the Series C Bonds, or any other contracts, or certificates, required to be executed in connection with the delivery of the Series C Bonds, or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series C Bonds, or the levy or collection of taxes of the District required to be collected and applied to pay the principal of and interest on the Series C Bonds, or the application thereof or, or in any way contesting or affecting the validity or enforceability of the Series C Bonds, the Purchase Contract or the County Resolution or contesting the powers of the County or its authority with respect to the Series C Bonds, the County Resolution, or the Purchase Contract; or (iii) in which a final adverse decision could materially adversely affect the operations of the County with respect to the levy and collection of property taxes, the timely payment of debt service on the Series C Bonds;

(e) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(f) Certificates. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation by the County to the Underwriter, but not necessarily by the person signing the same, as to the statements made therein.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Series C Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Series C Bonds pursuant to Section 14(e)(13) is sufficient to effect compliance with Rule 15c2-12.

10. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series C Bonds for offer

and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date the Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District in such quantities (including a representative number of originally executed copies) as may be reasonably requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board;

(c) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale; and

(d) Amendments to Official Statement. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter, provided that the Underwriter may not unreasonably withhold such approval and that the Underwriter may not object to such amendments or supplements if they result in a correction of the Official Statement; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of such amendment or supplement (inform and substance satisfactory to the Underwriter).

11. Division of Responsibility Between District and County. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Purchase Contract which are to be performed solely by the District.

12. Conditions to Closing. The Underwriter has entered into the Purchase Contract in reliance upon the representations and warranties of the County and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under the Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and each of the County and the District shall be in compliance with each of the agreements made by it in the Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, the Purchase Contract, the District Resolution and the County Resolution shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and (ii) all actions under the Act which, in the opinion of Quint & Thinning LLP, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect.

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of the Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or threatened which has any of the effects described in Section 7(f) or 8(d) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series C Bonds, at the initial offering prices set forth in the Official Statement, of the Series C Bonds shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series C Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series C Bonds, or obligations of the general character of the Series C Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series C Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States for a period of more than 30 days;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange for a period of more than 30 days;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series C Bonds, or obligations of the general character of the Series C Bonds, or securities generally, or the material increase of any such restrictions now in force;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series C Bonds, or the issuance, offering or sale of the Series C Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and which the District fails or is unwilling to correct by the submission of supplemental information.

(e) Delivery of Documents. At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the documents listed as items 1-12 below, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter, and the Underwriter shall deliver the documents listed as item 13 below:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series C Bonds, dated the date of the Closing, addressed to the District;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) Certificate of the District. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute the Purchase Contract; (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of

the date of Closing; (iii) the District has complied with all the terms of the District Resolution, the County Resolution, and the Purchase Contract to be complied with prior to or concurrently with the Closing and such documents are in full force and effect; and (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, excepting therefrom those sections of the Official Statement describing the Depository Trust Company and its Book-Entry-Only System, any bond insurance and the provider of such bond insurance, and the investment policies of the County;

(4) Certificate of the County. A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute this Purchase Contract; (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing; (iii) the County has complied with all the terms of the County Resolution and this Purchase Contract to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect; and (iv) to the best of its knowledge, as of the Closing, the information set forth in the Official Statement under the caption "APPLICATION OF PROCEEDS OF SERIES C BONDS - Investment of Proceeds of Series C Bonds" is accurate;

(5) Arbitrage. A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(6) Municipal Bond Insurance. Evidence satisfactory to the Underwriter that the Series C Bonds shall have received a policy of municipal bond insurance issued by _____. ("____") that unconditionally guarantees the timely payments of all debt service on the Series C Bonds.

(7) Rating. Evidence satisfactory to the Underwriter that the Series C Bonds shall have been rated "____" by Standard & Poor's as a result of municipal bond insurance provided by ____ and that any such rating has not been revoked or downgraded;

(8) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District Board of Education to the effect that:

(i) such copies are true and correct copies of the District Resolution; and

(ii) that the District Resolution was duly adopted and has not been amended or rescinded and is in full force and effect on the date of the Closing.

(9) District Counsel Opinion. An opinion of Counsel to the District in the form attached as Appendix B;

(10) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Executive Officer-Clerk of the County

Board of Supervisors to the effect that such copies are true and correct copies of the County Resolution;

(11) County Counsel Opinion. An opinion of Counsel to the County in the form attached hereto as Appendix C;

(12) Continuing Disclosure Certificate. A Continuing Disclosure Certificate of the District in substantially the form given in the Preliminary Official Statement.

(13) Underwriter's Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Series C Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and the County and signed by an authorized officer of the Underwriter, confirming delivery of the Series C Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Contract by the District and the County, respectively, and confirming to the District and the County that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true, complete and correct in all material respects.

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series C Bonds have been reoffered to the public, as described in Section 1 hereof.

(iii) the certification of the Underwriter, in form satisfactory to Bond Counsel, that the present value of the interest saved as a result of the policy of municipal bond insurance with respect to the Series C Bonds issued by ___ exceeds the premium paid for said insurance, and said premium is not unreasonable.

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County and the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series C Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California time, on July __, 2002, then the obligation to purchase Series C Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 13 hereof.

If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in the Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by the Purchase Contract, the Purchase Contract

may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of their obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

14. Expenses. The Underwriter shall pay costs of issuance of the Series C Bonds on behalf of the District in the amount of \$_____, which may be applied to any such costs of issuance at the District's direction, including but not limited to the following: (i) the Underwriter's discount; (ii) the premium for any policy of municipal bond insurance insuring payment of the Series C Bonds; (iii) the cost of the preparation and reproduction of the Resolutions; (iv) the fees and disbursements of Bond Counsel and District Counsel; (v) the cost of the preparation and delivery of the Series C Bonds; (vi) the fees, if any, for bond ratings, including all necessary travel expenses; (vii) the cost of the printing and distribution of the Official Statement; (viii) the initial fees, if any, of the Paying Agent; (ix) the fees and expenses of the County with respect to its participation in the issuance of the Series C Bonds. Any such expenses which exceed in the aggregate \$_____ shall be paid by the District and may be paid from the proceeds of the Series C Bonds. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel and other expenses (except as provided above), shall be paid by the Underwriter.

15. Notices. Any notice or other communication to be given under the Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer and Tax Collector of the County of Los Angeles, 500 West Temple Street, Room 437, Los Angeles, CA 90012; or if to the District, to the Superintendent, Burbank Unified School District, 1900 W. Olive Avenue, Burbank, CA 91506-2460; or if to the Underwriter, to Stone & Youngberg LLC, 50 California Street, San Francisco, California 94111.

16. Parties in Interest; Survival of Representations and Warranties. The Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. The Purchase Contract is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the County and the District in the Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, and (b) delivery of and payment by the Underwriter for the Series C Bonds hereunder.

17. Severability. In the event any provision of this Purchase Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

18. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior consent of the other party hereto.

19. Entire Agreement. This Purchase Contract, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto, including their permitted successors and assigns, respectively.

20. **Execution in Counterparts.** The Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

21. **Applicable Law.** The Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

STONE & YOUNGBERG LLC

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

Approved as to form:

LLOYD W. PELLMAN
County Counsel

By: _____
Principal Deputy County Counsel

BURBANK UNIFIED SCHOOL DISTRICT

By: _____
Chief Facilities and Development Superintendent

APPENDIX A

INTEREST RATES, REOFFERING PRICES, MATURITIES, DEBT SERVICE, AND OPTIONAL AND MANDATORY REDEMPTION PROVISIONS

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

[DEBT SERVICE PAYMENT SCHEDULE]
[TO COME]

REDEMPTION PROVISIONS

Optional Redemption

The Current Interest Series C Bonds maturing on or before August 1, 2011, are not subject to redemption prior to their respective maturity dates. The Current Interest Series C Bonds maturing on or after August 1, 2012, may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 2011, or on any date thereafter as a whole, or in part in inverse order of maturity and by lot within a maturity. For the purposes of such selection, Current Interest Series C Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separated redeemed. The Current Interest Series C Bonds called prior to maturity will be redeemed at the following redemption prices, expressed as a percentage of par value, together with accrued interest to the date of redemption:

Redemption Date (dates inclusive)	Redemption Price
August 1, 2011 through July 31, 2012	101.0%
August 1, 2012 and thereafter	100.0%

If less than all of the Current Interest Series C Bonds are called for redemption, such Series C Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District, and if less than all of the Current Interest Series C Bonds of any given maturity are called for redemption, the portions of such Series C Bonds of a given maturity to be redeemed shall be determined by lot.

The Capital Appreciation Series C Bonds are not subject to optional or mandatory sinking fund redemption prior to their fixed maturity dates.

APPENDIX B

FORM OF DISTRICT COUNSEL OPINION

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

Ladies and Gentlemen:

As counsel to the Burbank Unified School District (the "District"), I have reviewed the proceedings relating to the special election of the District held on April 8, 1997 (the "Election"), at which the above-described bonds (the "Series C Bonds") were authorized, the Official Statement (the "Official Statement") for the Series C Bonds, the Resolution of the Board of Education of the District adopted on May 2, 2002 (the "District Resolution"), and the Contract of Purchase, dated as of June __, 2002, by and among the District, County of Los Angeles, and Stone & Youngberg LLC (the "Purchase Contract").

Having reviewed these documents, it is my opinion that:

1. The District is a school district duly organized and existing under the Constitution and the laws of the State of California.
2. The District Resolution was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.
3. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the District which would adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Series C Bonds or in any way contesting or affecting the validity of the Election, the Purchase Contract, the District Resolution or the Series C Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Election, the Purchase Contract, the District Resolution or the Series C Bonds or in which a final adverse decision could materially adversely affect the operations of the District.

4. To the best of my knowledge, the obligations of the District under the Series C Bonds, and the approval of the Official Statement and compliance with the provisions thereof, and the execution of and performance of the provisions of the Purchase Contract, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation court order or consent decree to which the District is subject.

5. The Election was validly ordered and the proceedings relating thereto were conducted in compliance with all requirements of the Constitution and the laws of the State of California.

6. No authorization, approval, consent, or other order of the State of California, or other governmental authority or agency within the State of California, is required for the valid authorization of the Series C Bonds, the execution of the Purchase Contract or the approval of the Official Statement.

Very truly yours,

APPENDIX C

FORM OF OPINION OF COUNTY COUNSEL

§ _____

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506-2460

Stone & Youngberg LLC
50 California Street, 35th Floor
San Francisco, CA 94111

Ladies and Gentlemen:

This opinion is rendered as counsel to the County of Los Angeles (the "County") in connection with the issuance by the Burbank Unified School District (the "District") of its General Obligation Bonds, 1997 Election, Series C, in the aggregate principal amount of \$_____ (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County adopted on June 4, 2002, (the "County Resolution"), at the request of the District made pursuant to a resolution adopted by the Board of Education of the District on May 2, 2002, (the "District Resolution").

In rendering this opinion, we have examined the County Resolution and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein.

Based upon the foregoing, and solely with respect to the laws of the State of California (the "State"), we are of the opinion, as of the date hereof, that:

1. The County is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of California.

2. The County Resolution approving and authorizing the execution and delivery of the Purchase Contract and the issuance of the Bonds was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

3. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the County (a) affecting the existence of the County or the titles of its officers who have acted with respect to the proceedings for issuance and sale of the Bonds to their respective officers; (b) seeking to prohibit, restrain or enjoin the execution of the Purchase Contract or the issuance of the Bonds or in any way contesting or affecting the validity or enforceability of the bonds, the Purchase Contract, or the County Resolution; (c) contesting the powers of the County or its authority to enter into, adopt or perform its

obligations under the County Resolution or the Purchase Contract; or (d) seeking to restrain or enjoin the levy or collection of tax revenues pledged for payment of the Bonds.

4. The Purchase Contract has been duly authorized, executed and delivered by the County and Bonds have been duly authorized by the County, executed by the County on behalf of the District and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Contract will constitute the legal, valid and binding agreement of the County enforceable against the County in accordance with its terms

With respect to the opinions we have expressed, enforcement of the rights and obligations under the County Resolution, the Purchase Contract and the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on legal remedies imposed in actions against public entities in the State. We express no opinion as to the availability of equitable remedies in connection with enforcement of the County Resolution, the Purchase Contract or the Bonds.

Very truly yours,

LLOYD W. PELLMAN
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT B**FORM OF CURRENT INTEREST BOND**

BURBANK UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
General Obligation Bond, 1997 Election, Series C

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	August 1, ____	July 1, 2002	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Burbank Unified School District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2003. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2003, in which event it shall bear interest from July 1, 2002. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Bond registration books (the "Register") maintained by the paying agent for this Bond, initially the Los Angeles County Treasurer and Tax Collector (the "Paying Agent"). Principal is payable upon presentation and surrender of this Bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds (as hereinafter defined) in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an authorization of \$112,500,000 of bonds approved for the purpose of raising funds needed to rehabilitate Burbank schools, including replacing inadequate electrical, plumbing, heating, and air conditioning systems; comply with fire, earthquake, health and safety standards; renovate, construct and modernize classrooms and school facilities, and not used for administrators' or teachers' salaries, with all expenditures monitored by a community oversight committee and other authorized costs, and the requisite two-thirds vote of the electors of the District cast at a special election held on April 8, 1997.

The Bonds of this issue constitute the third series of Bonds issued pursuant to such authorization, pursuant to resolution of the Board of Education of the District adopted on May 2, 2002 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on June 4, 2002 (the "Bond Resolution"). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The Bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds, of which this Bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This Bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 2011, are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 2012, are subject to redemption on or after August 1, 2011, at the option of the District as a whole or in part on any date, at the following Redemption Prices (expressed as percentages of the Principal Amount of the Current Interest Bonds to be redeemed) plus interest accrued thereon to the dates fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
August 1, 2011 through July 31, 2012	101%
August 1, 2012 and thereafter	100

The Current Interest Bonds maturing on August 1, ____ are subject to mandatory redemption from moneys in the Interest and Sinking Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, ____, in the Principal Amounts as set forth in the following table:

Date of
Redemption

Principal Amount

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Board of Supervisors of Los Angeles County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairman of the Board of Supervisors of the County and the County Treasurer and Tax Collector, and to be countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

LOS ANGELES COUNTY, CALIFORNIA

By _____
Chairman, Board of Supervisors

By _____
Treasurer and Tax Collector

ATTEST:

Executive Officer-Clerk, Board of
Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2002.

LOS ANGELES COUNTY TREASURER
AND TAX COLLECTOR
By U.S. Bank, N.A., as its agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Bond and hereby irrevocably constitute(s) and appoints(s) _____ attorney,
to transfer the same on the Bond register of the Paying Agent with full power of substitution in
the premises.

Dated: _____

Signature: _____

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration
or enlargement or any change whatsoever.

Signature Guaranteed: _____

Note: Signature(s) must be guaranteed by a qualified
guarantor.

EXHIBIT C

FORM OF CAPITAL APPRECIATION BOND

BURBANK UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
General Obligation Bond, 1997 Election, Series C

REOFFERING YIELD	MATURITY DATE	DATED DATE	CUSIP
_____ %	August 1, _____	July 3, 2002	_____

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT: \$ _____

MATURITY VALUE: \$ _____

The Burbank Unified School District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value being comprised of the Denominational Amount and interest accreted thereon. This Bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2002, at the Reoffering Yield specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denomination Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially the Los Angeles County Treasurer and Tax Collector (the "Paying Agent"). Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this Bond at the principal office of the Paying Agent.

This Bond is one of an authorization of \$112,500,000 of bonds approved for the purpose of raising funds needed to rehabilitate Burbank schools, including replacing inadequate electrical, plumbing, heating, and air conditioning systems; comply with fire, earthquake, health and safety standards; renovate, construct and modernize classrooms and school facilities, and not used for administrators' or teachers' salaries, with all expenditures monitored by a community oversight committee and other authorized costs, and the requisite two-thirds vote of the electors of the District cast at a special election held on April 8, 1997.

The Bonds of this issue constitute the third series of Bonds issued pursuant to such authorization, pursuant to resolution of the Board of Education of the District adopted on May 2, 2002 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on June 4, 2002 (the "Bond Resolution"). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or

amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this Bond is a part, in the Denominational Amount of \$_____ and the Maturity Value of \$_____.

This Bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Series C Bonds maturing on August 1, ____ are subject to mandatory redemption from moneys in the Interest and Sinking Fund prior to their stated maturity date, at the Accreted Value thereof without premium on each August 1, on and after August 1, ____, in the Accreted Value as set forth in the following table:

<u>Date of Redemption</u>	<u>Accreted Value (Per \$5,000)</u>
-------------------------------	---

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and

interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Board of Supervisors of Los Angeles County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairman of the Board of Supervisors of the County and the County Treasurer and Tax Collector, and to be countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

LOS ANGELES COUNTY, CALIFORNIA

By _____
Chairman, Board of Supervisors

By _____
Treasurer and Tax Collector

ATTEST:

Executive Officer-Clerk, Board of
Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2002.

LOS ANGELES COUNTY TREASURER
AND TAX COLLECTOR
By U.S. Bank, N.A., as its agent

By _____
Authorized Signatory

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Bond and hereby irrevocably constitute(s) and appoints(s) _____ attorney,
to transfer the same on the Bond register of the Paying Agent with full power of substitution in
the premises.

Dated: _____

Signature:

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a qualified guarantor.

EXHIBIT D

FORM OF REQUISITION FROM COSTS OF ISSUANCE FUND

**\$ _____
BURBANK UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
GENERAL OBLIGATION BONDS
1997 ELECTION, SERIES C**

**REQUISITION NO. ____ FOR
DISBURSEMENT FROM COSTS OF ISSUANCE FUND**

The undersigned hereby states and certifies that:

(i) that the undersigned is the duly appointed, qualified and acting Superintendent of the Burbank Unified School District (the "District"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) pursuant to Section 11(a)(iii) of the resolution adopted by the Board of Supervisors of Los Angeles County on June 4, 2002 (the "County Resolution"), the Los Angeles County Office of Education is hereby requested to disburse cause the disbursement this date, from the Costs of Issuance Fund established under the County Resolution, to the payees set forth on Exhibit A attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment or reimbursement of Costs of Issuance;

(iii) each item of cost identified herein has been properly incurred, constitutes payment of Costs of Issuance and has not been the basis of any previous disbursement;

(iv) attached hereto is an invoice for each disbursement to be made pursuant to the Requisition; and

(v) capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the County Resolution.

Dated: _____, 2002

BURBANK UNIFIED SCHOOL DISTRICT

By _____
Superintendent

EXHIBIT A TO REQUISITION FROM COSTS OF ISSUANCE FUND

Payee

Amount

BURBANK UNIFIED SCHOOL DISTRICT

RESOLUTION OF THE BOARD OF EDUCATION OF BURBANK UNIFIED SCHOOL DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY TO ISSUE AND SELL GENERAL OBLIGATION BONDS OF THE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$65,005,843.20

RESOLVED by the Board of Education (the "Board") of the Burbank Unified School District (the "District"), Los Angeles County (the "County"), State of California;

WHEREAS, an election was duly and regularly held in the Burbank Unified School District (the "District") on April 8, 1997, for the purpose of submitting to the qualified electors of the District the question whether general obligation bonds should be issued in the aggregate principal amount of \$112,500,000 (the "Bonds"), at which more than two-thirds of the votes cast were in favor of the issuance of the Bonds;

WHEREAS, the board of supervisors of the County (the "Board of Supervisors") has heretofore issued and sold Bonds in the name of the District, following receipt of a resolution adopted by the Board on July 29, 1997, entitled "Burbank Unified School District (Los Angeles County, California) General Obligation Bonds, 1997 Election, Series A" (the "Series A Bonds"), in the aggregate principal amount of \$7,497,787.05, for the purpose of raising funds needed to rehabilitate Burbank schools, including replacing inadequate electrical, plumbing, heating, and air conditioning systems; comply with fire, earthquake, health and safety standards; renovate, construct and modernize classrooms and school facilities, and not used for administrators' or teachers' salaries, with all expenditures monitored by a community oversight committee (the "Project") and other authorized costs;

WHEREAS, the Board of Supervisors has also heretofore issued and sold Bonds in the name of the District, following receipt of a resolution adopted by the Board on July 21, 1998, entitled "Burbank Unified School District (Los Angeles County, California) General Obligation Bonds, 1997 Election, Series B" (the "Series B Bonds"), in the aggregate principal amount of \$39,996,369.75, for the purpose of raising funds needed for the Project and other authorized costs;

WHEREAS, the District wishes at this time to institute proceedings for the issuance and sale of a third series of the Bonds in the aggregate principal amount of not to exceed \$65,005,843.20 for the purpose of raising funds for the Project and other authorized costs; and

WHEREAS, section 15140 of the California Education Code (the "Education Code") requires that general obligation bonds of the District shall be offered for sale by the board of supervisors of the county, the county superintendent of which has jurisdiction over the District, as soon as possible following receipt of a resolution adopted by the Board;

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Board of Education of the Burbank Unified School District, as follows:

Section 1. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Bond Purchase Contract, hereinafter defined):

"Accreted Interest" means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

"Accreted Value" means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2002 (unless otherwise provided in the Bond Purchase Contract)), assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

"Bond Payment Date" means (unless otherwise provided by the Bond Purchase Contract), with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing February 1, 2003, with respect to the interest on the Current Interest Bonds and August 1, of each year commencing August 1, 2003, with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

"Bond Purchase Contract" means the Bond Purchase Contract by and among the County, the District and the Underwriter, for the purchase and sale of the Series C Bonds.

"Bond Register" means the registration books for the Series C Bonds maintained by the Paying Agent.

"Bond Resolution" means the resolution of the County Board authorizing issuance of the Series C Bonds.

"Capital Appreciation Bonds" means the Series C Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such Series C Bonds in the Bond Purchase Contract.

"County Board" means the Board of Supervisors of Los Angeles County.

"County Office of Education" means the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Current Interest Bonds" means the Series C Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Series C Bond as designated and maturing in the years and in the amounts set forth in the Bond Purchase Contract.

"Denominational Amount" means, with respect to the Capital Appreciation Bonds, the initial purchase price thereof, which represents the principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

"Information Services" means Financial Information, Inc.'s "Daily Called Bond Service", 30 Montgomery Street, 10th Floor, Jersey City, NJ 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, NY 10006; Mergent/FIS, Inc., 5250 77 Center Drive, Suite 150, Charlotte, NC 28217, Attention: Municipal News Reports; Standard & Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, NY 10004; and, in

Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iv) *Notice of Redemption.* When redemption is authorized or required pursuant to Section 4(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Series C Bonds. Such Redemption Notice shall specify: (A) the Series C Bonds or designated portions thereof (in the case of redemption of the Series C Bonds in part but not in whole) which are to be redeemed, (B) the date of redemption, (C) the place or places where the redemption will be made, including the name and address of the Paying Agent, (D) the redemption price, (E) the CUSIP numbers (if any) assigned to the Series C Bonds to be redeemed, (F) the Bond numbers of the Series C Bonds to be redeemed in whole or in part and, in the case of any Series C Bond to be redeemed in part only, the Principal Amount of such Series C Bond to be redeemed, and (G) the original issue date, interest rate or Reoffering Yield and stated maturity date of each Series C Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Series C Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice: (A) at least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register; (B) at least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories; (C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (1) registered or certified mail, postage prepaid, or (2) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Series C Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Series C Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Series C Bonds being redeemed with the proceeds of such check or other transfer.

(v) *Partial Redemption of Series C Bonds.* Upon the surrender of any Series C Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Series C Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Series C Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) *Effect of Notice of Redemption.* Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Interest and Sinking Fund, the Series C Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series C Bonds to be redeemed as provided in Section 5(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Series C Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Series C Bonds shall be held in trust for the account of the Owners of the Series C Bonds so to be redeemed.

All Series C Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be canceled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be canceled by the Paying Agent.

(vii) *Series C Bonds No Longer Outstanding.* When any Series C Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Series C Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Series C Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 4. Sale of the Series C Bonds; Approval of Bond Purchase Contract. The Board hereby requests that the County Board offer the Bonds for negotiated sale to the Underwriter. The form of Bond Purchase Contract by and among the County, the District and the Underwriter (the "Bond Purchase Contract"), for the purchase and sale of the Series C Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved and the Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, is hereby authorized to execute and deliver the Bond Purchase Contract for and on behalf of the District, but with such changes therein, deletions therefrom and modifications thereto as the Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the maximum interest rate on the Series C Bonds shall not exceed the maximum rate permitted by law and the discount, excluding original issue discount, thereon shall not exceed 1.4% of the aggregate of principal amount of Series C Bonds issued. The Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, is further authorized to determine the principal amount of the Series C Bonds to be specified in the Bond Purchase Contract for sale by the County Board of not to exceed \$65,005,843.20 and to enter into and execute the Bond Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 5. Tax Covenants.

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* Title District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series C Bonds.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series C Bonds could have caused the Series C Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the registered owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series C Bonds.

For purposes of this Section 5, the term "Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series C Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issues on the date of issuance of the Series C Bonds, together with applicable temporary and final regulations promulgated, ant applicable official public guide published, under the Code.

Section 6. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution or the Bond Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

For purposes of this Section 6, the term "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Series C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms hereof. For purposes of this Section 6, the term "Participating Underwriter,," shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

Section 7. Official Statement. The Board hereby approves the preparation of a preliminary official statement describing the Series C Bonds, substantially in the same form as the official statement prepared for the Series A Bonds, updated as necessary to make current the information described therein (the "Preliminary Official Statement"). Upon preparation, the Board hereby authorizes the Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, to deem the Preliminary Official Statement nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the Preliminary Official Statement in connection with the sale of the Bonds is hereby approved. The Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by the Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, shall be conclusive

evidence of his approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the purchaser of the Bonds. The final Official Statement shall be executed in the name and on behalf of the District by the Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof.

Section 8. Appointment of Paying Agent. The Board hereby appoints County Treasurer and tax collector to act as the authenticating agent, Bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series C Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District and to the County Treasurer and Tax Collector. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the District and the County Treasurer and Tax Collector. A successor Paying Agent shall be appointed by the District with the written consent of the County Treasurer and Tax Collector, which consent shall not be unreasonably withheld, and shall be a bank or trust company organized under the laws of the state or any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the County Treasurer and Tax Collector, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The County shall promptly cause to be published at District expense the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent.

Section 9. Official Actions. The Superintendent or the Chief Facilities and Development Superintendent, or the designee thereof, are each authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements' notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful sale and issuance of the Series C Bonds.

Section 10. Indemnification. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the "Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject, because of action or inaction related to the Series C Bonds. The District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 11. Submission of Request. The Secretary to the Board of Education is hereby directed to file a certified copy of this Resolution with the Executive Officer-Clerk of the County Board, the County Superintendent of Schools and the County Treasurer and Tax Collector.

Section 12. Effect. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 2nd day of May, 2002, at a meeting of the Board of Education by the following vote:

AYES: 5

NOES: 0

ABSENT: 0



Secretary to the Board

EXHIBIT A
FORM OF BOND PURCHASE CONTRACT

[TO BE ATTACHED]

BURBANK UNIFIED SCHOOL DISTRICT
General Obligation Bonds, 1997 Election, Series C

CONTRACT OF PURCHASE

July ___, 2002

County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 437
Los Angeles, CA 90012

Board of Education
Burbank Unified School District
1900 W. Olive Street
Burbank, CA 91506-2460

Ladies and Gentlemen:

Stone & Youngberg LLC (the "Underwriter") offers to enter into this Contract of Purchase (the "Purchase Contract") with the County of Los Angeles, California (the "County"), and the Burbank Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the County, the District, and the Underwriter. This offer is made subject to the written acceptance of the Purchase Contract by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the District's General Obligation Bonds, 1997 Election, Series C (the "Series C Bonds"). The Series C Bonds shall bear or accrete interest at the rates and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference. The Current Interest Series C Bonds (as defined in the County Resolution described below) shall bear interest payable from the date thereof as

specified in Section 2 herein on each February 1 and August 1 commencing February 1, 2003. The Capital Appreciation Series C Bonds (as defined in the County Resolution described below) shall accrete interest from their date, as specified in Section 2 herein, compounded semiannually on February 1 and August 1, commencing on August 1, 2002, with respect to the Capital Appreciation Series C Bonds maturing August 1, _____, to August 1, 2026, and compounded semiannually on January 1 and July 1 commencing on January 1, 2002, with respect to the Capital Appreciation Series C Bonds maturing July 1, 2027, and shall be paid at maturity as shown in Appendix A hereto. The Underwriter shall purchase the Series C Bonds at a price of \$ _____, which is equal to aggregate denominational amount of the Series C Bonds, plus accrued interest with respect to the Current Interest Series C Bonds, and minus the Underwriter's discount.

2. The Bonds. The Current Interest Series C Bonds shall be dated July 1, 2002. The Capital Appreciation Series C Bonds shall be dated the date of delivery. The Series C Bonds shall mature on August 1 or on July 1 in the years shown in Appendix A hereto, except as provided herein, and shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on May 2, 2002 (the "District Resolution"), the resolution of the Board of Supervisors of the County adopted on June 4, 2002 (the "County Resolution" and collectively with the District Resolution, the "Resolutions"), and Section 15100 *et seq.* of the California Education Code (the "Act") and other applicable provisions of law.

Certain provisions for the optional and mandatory redemption of the Series C Bonds not otherwise specified in the Resolutions are shown in Appendix A hereto, all as provided in the County Resolution.

The Series C Bonds shall be executed and delivered under and in accordance with the provisions of the Purchase Contract and the Resolutions.

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series C Bonds, the Purchase Contract, the Official Statement (defined below), and the District Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by the Purchase Contract (except as such documents otherwise provided).

The County hereby authorizes the Underwriter to use the Purchase Contract and the County Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the County to the Underwriter in connection with the transactions contemplated by the Purchase Contract (except as such documents otherwise provided).

4. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Series C Bonds at the initial public offering prices or yields to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Series C Bonds.

The Underwriter shall certify to the District (i) that as of the date of sale, all of the Series C Bonds purchased were expected to be reoffered in a bona fide public offering; (ii) that as of the date of the certification, all of the Series C Bonds purchased had actually been offered to the general public at the offering prices shown in Appendix A; and (iii) that the prices given in Appendix A are the maximum initial bona fide offering prices at which a substantial amount (at least 10%) of each maturity of the Series C Bonds purchased was sold to the general public;

5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Series C Bonds, dated June __, 2002 (the Preliminary Official Statement"). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s) and other terms of the Series C Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement (the "Official Statement") relating to the Series C Bonds is available, the Underwriter will send to any potential purchaser of the Series C Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Series C Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to a national repository on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Series C Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. Closing. At 9:00 A.M., California time, on July __, 2002, or at such other time or on such other date as shall have been mutually agreed upon among the County, the District, and the Underwriter, (the "Closing"), the County and the District will cause to be delivered to the Underwriter (except as otherwise provided in the Resolutions), at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as may be mutually agree upon, the Series C Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in San Francisco, California, the other documents listed in Section 12(e) to be delivered by the District or by the County; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to the account of the County of Los Angeles, and deliver the other documents listed in Section 12(e) to be delivered by the Underwriter.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a school district duly organized and validly existing under the laws of the State of California, with the power to request the issuance of the Series C Bonds pursuant to the Act;

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series C Bonds; (ii) the District has full legal right, power and authority to enter into the Purchase Contract, to adopt the District Resolution, to perform its obligations under the District Resolution and the County Resolution (iii) and the Purchase Contract constitutes a valid and legally binding obligation of the District;

(c) Consents. Except for the action of parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series C Bonds, except for such actions as may be necessary to qualify the Series C Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

(d) Internal Revenue Code. The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the Series C Bonds;

(e) No Conflicts. To the best knowledge of the District, the issuance of the Series C Bonds, and the execution, delivery and performance of the Purchase Contract, the Resolutions, and the Series C Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Litigation. As of the time of acceptance hereof and based on the advice of Currier & Hudson ("District Counsel"), no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the titles of the officials of the District who are required to execute any contracts, certificates, or official statements in connection with the delivery of the Series C Bonds to their respective offices, or the powers of those offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series C Bonds, or the levy or collection of taxes by the County on behalf of the District required to be collected and applied to pay the principal of and interest and compounded interest on the Series C Bonds, or the application thereof, or in any way contesting or affecting the validity or enforceability of the Series C Bonds, the Purchase Contract or the Resolutions or contesting the powers of the District or its authority with respect to the Series C Bonds, the Resolutions or the Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District, or (b) adversely affect the exclusion of the interest paid on the Series C Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(h) Arbitrage Certificate. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(i) Continuing Disclosure. To assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5), the District will undertake, pursuant to the Resolutions and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement; and

(j) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not necessarily by the person signing the same, as to the statements made therein.

8. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Series C Bonds pursuant to the Act;

(b) Due Authorization. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Series C Bonds; (ii) the County has full legal right, power and authority to enter into the Purchase Contract, to adopt the County Resolution, to issue and deliver the Series C Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument; and (iii) the Purchase Contract constitutes a valid and legally binding obligation of the County.

(c) No Conflicts. To the best knowledge of the County, the issuance of the Series C Bonds, the execution, delivery and performance of the Purchase Contract, the County Resolution, and the Series C Bonds, and the compliance with the provisions hereof, do not conflict with or constitute on the part of the County a violation of or default under any existing charter, ordinance, or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(d) Litigation. As of the time of acceptance hereof, based on the advice of County Counsel, no action, suit, proceeding, hearing or investigation is pending against the County or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County, or in any way challenging the respective powers of the several offices whose holder is required to execute the Series C Bonds, or any other contracts, or certificates, required to be executed in connection with the delivery of the Series C Bonds, or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series C Bonds, or the levy or collection of taxes of the District required to be collected and applied to pay the principal of and interest on the Series C Bonds, or the application thereof or, or in any way contesting or affecting the validity or enforceability of the Series C Bonds, the Purchase Contract or the County Resolution or contesting the powers of the County or its authority with respect to the Series C Bonds, the County Resolution, or the Purchase Contract; or (iii) in which a final adverse decision could materially adversely affect the operations of the County with respect to the levy and collection of property taxes, the timely payment of debt service on the Series C Bonds;

(e) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(f) Certificates. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation by the County to the Underwriter, but not necessarily by the person signing the same, as to the statements made therein.

9. Representations, Warranties and Agreements of the Underwriter.
The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Series C Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Series C Bonds pursuant to Section 14(e)(13) is sufficient to effect compliance with Rule 15c2-12.

10. Covenants of the District. The District respectively covenant and agree with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series C Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date the Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District in such quantities (including a representative number of originally executed copies) as may be reasonably requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board;

(c) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale; and

(d) Amendments to Official Statement. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which

shall be disapproved by the Underwriter, provided that the Underwriter may not unreasonably withhold such approval and that the Underwriter may not object to such amendments or supplements if they result in a correction of the Official Statement; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of such amendment or supplement (inform and substance satisfactory to the Underwriter).

11. Division of Responsibility Between District and County. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Purchase Contract which are to be performed solely by the District.

12. Conditions to Closing. The Underwriter has entered into the Purchase Contract in reliance upon the representations and warranties of the County and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under the Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and each of the County and the District shall be in compliance with each of the agreements made by it in the Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, the Purchase Contract, the District Resolution and the County Resolution shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and (ii) all actions under the Act which, in the opinion of Quint & Thinning LLP, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect.

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of the Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or threatened which has any of the effects described in Section 7(f) or 8(d) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series C Bonds, at the initial offering prices set forth in the Official Statement, of the Series C Bonds shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series C Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series C Bonds, or obligations of the general character of the Series C Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series C Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States for a period of more than 30 days;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange for a period of more than 30 days;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series C Bonds, or obligations of the general character of the Series C Bonds, or securities generally, or the material increase of any such restrictions now in force;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series C Bonds, or the issuance, offering or sale of the Series C Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and which the District fails or is unwilling to correct by the submission of supplemental information.

(e) Delivery of Documents. At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the documents listed as items 1-12 below, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter, and the Underwriter shall deliver the documents listed as item 13 below:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series C Bonds, dated the date of the Closing, addressed to the District;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) Certificate of the District. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute the Purchase Contract; (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing; (iii) the District has complied with all the terms of the District Resolution, the County Resolution, and the Purchase Contract to be complied with prior to or concurrently with the Closing and such documents are in full force and effect; and (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, excepting therefrom those sections of the Official Statement describing the Depository Trust Company and its Book-Entry-Only System, any bond insurance and the provider of such bond insurance, and the investment policies of the County;

(4) Certificate of the County. A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute this Purchase Contract; (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing; (iii) the County has complied with all the terms of the County Resolution and this Purchase Contract to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect; and (iv) to the best of its knowledge, as of the Closing, the information set forth in the Official Statement under the caption "APPLICATION OF PROCEEDS OF

SERIES C BONDS - Investment of Proceeds of Series C Bonds” is accurate;

(5) Arbitrage. A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(6) Municipal Bond Insurance. Evidence satisfactory to the Underwriter that the Series C Bonds shall have received a policy of municipal bond insurance issued by _____. (“_____”) that unconditionally guarantees the timely payments of all debt service on the Series C Bonds.

(7) Rating. Evidence satisfactory to the Underwriter that the Series C Bonds shall have been rated “_____” by Standard & Poor’s as a result of municipal bond insurance provided by _____ and that any such rating has not been revoked or downgraded;

(8) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District Board of Education to the effect that:

(i) such copies are true and correct copies of the District Resolution; and

(ii) that the District Resolution was duly adopted and has not been amended or rescinded and is in full force and effect on the date of the Closing.

(9) District Counsel Opinion. An opinion of Counsel to the District in the form attached as Appendix B;

(10) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Executive Officer-Clerk of the County Board of Supervisors to the effect that such copies are true and correct copies of the County Resolution;

(11) County Counsel Opinion. An opinion of Counsel to the County in the form attached hereto as Appendix C;

(12) Continuing Disclosure Certificate. A Continuing Disclosure Certificate of the District in substantially the form given in the Preliminary Official Statement.

(13) Underwriter's Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Series C Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and the County and signed by an authorized officer of the Underwriter, confirming delivery of the Series C Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Contract by the District and the County, respectively, and confirming to the District and the County that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true, complete and correct in all material respects.

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series C Bonds have been reoffered to the public, as described in Section 1 hereof.

(iii) the certification of the Underwriter, in form satisfactory to Bond Counsel, that the present value of the interest saved as a result of the policy of municipal bond insurance with respect to the Series C Bonds issued by ___ exceeds the premium paid for said insurance, and said premium is not unreasonable.

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County and the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series C Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California time, on July __, 2002, then the obligation to purchase Series C Bonds hereunder shall terminate and be of no further force or effect except with

respect to the obligations of the District and the Underwriter under Section 13 hereof.

If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in the Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by the Purchase Contract, the Purchase Contract may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of their obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

14. Expenses. The Underwriter shall pay costs of issuance of the Series C Bonds on behalf of the District in the amount of \$_____, which may be applied to any such costs of issuance at the District's direction, including but not limited to the following: (i) the Underwriter's discount; (ii) the premium for any policy of municipal bond insurance insuring payment of the Series C Bonds; (iii) the cost of the preparation and reproduction of the Resolutions; (iv) the fees and disbursements of Bond Counsel and District Counsel; (v) the cost of the preparation and delivery of the Series C Bonds; (vi) the fees, if any, for bond ratings, including all necessary travel expenses; (vii) the cost of the printing and distribution of the Official Statement; (viii) the initial fees, if any, of the Paying Agent; (ix) the fees and expenses of the County with respect to its participation in the issuance of the Series C Bonds. Any such expenses which exceed in the aggregate \$_____ shall be paid by the District and may be paid from the proceeds of the Series C Bonds. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel and other expenses (except as provided above), shall be paid by the Underwriter.

15. Notices. Any notice or other communication to be given under the Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer and Tax Collector of the County of Los Angeles, 500 West Temple Street, Room 437, Los Angeles, CA 90012; or if to the District, to the Superintendent, Burbank Unified School District, 1900 W. Olive Avenue, Burbank, CA 91506-2460; or if to the

Underwriter, to Stone & Youngberg LLC, 50 California Street, San Francisco, California 94111.

16. Parties in Interest; Survival of Representations and Warranties. The Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. The Purchase Contract is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the County and the District in the Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, and (b) delivery of and payment by the Underwriter for the Series C Bonds hereunder.

17. Severability. In the event any provision of this Purchase Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

18. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior consent of the other party hereto.

19. Entire Agreement. This Purchase Contract, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto, including their permitted successors and assigns, respectively.

20. Execution in Counterparts. The Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

21. Applicable Law. The Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

Stone & Youngberg LLC

By: _____
Managing Director or Director

The foregoing is hereby agreed to and accepted as of the date first above written:

County of Los Angeles

By: _____
Nancy J. Morton
Chief Deputy Treasurer and Tax Collector

Approved as to form:

LLOYD W. PELLMAN
County Counsel

By: _____
Sheilah Curtis
Principal Deputy County Counsel

Burbank Unified School District

By: _____
Chief Facilities and Development Superintendent

#27883

[DEBT SERVICE PAYMENT SCHEDULE]
[TO COME]

APPENDIX B

FORM OF DISTRICT COUNSEL OPINION

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

Ladies and Gentlemen:

As counsel to the Burbank Unified School District (the "District"), I have reviewed the proceedings relating to the special election of the District held on April 8, 1997 (the "Election"), at which the above-described bonds (the "Series C Bonds") were authorized, the Official Statement (the "Official Statement") for the Series C Bonds, the Resolution of the Board of Education of the District adopted on May 2, 2002 (the "District Resolution"), and the Contract of Purchase, dated as of June __, 2002, by and among the District, County of Los Angeles, and Stone & Youngberg LLC (the "Purchase Contract").

Having reviewed these documents, it is my opinion that:

1. The District is a school district duly organized and existing under the Constitution and the laws of the State of California.
2. The District Resolution was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.
3. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the District which would adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Series C Bonds or in any way contesting or affecting the validity of the Election, the Purchase Contract, the District Resolution or the Series C Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Election, the Purchase Contract, the District Resolution or the Series C Bonds or in which a final adverse decision could materially adversely affect the operations of the District.

APPENDIX C

FORM OF OPINION OF COUNTY COUNSEL

§ _____

BURBANK UNIFIED SCHOOL DISTRICT General Obligation Bonds, 1997 Election, Series C

Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506-2460

Stone & Youngberg LLC
50 California Street, 35th Floor
San Francisco, CA 94111

Ladies and Gentlemen:

This opinion is rendered as counsel to the County of Los Angeles (the "County") in connection with the issuance by the Burbank Unified School District (the "District") of its General Obligation Bonds, 1997 Election, Series C, in the aggregate principal amount of \$_____ (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County adopted on June 4, 2002, (the "County Resolution"), at the request of the District made pursuant to a resolution adopted by the Board of Education of the District on May 2, 2002, (the "District Resolution").

In rendering this opinion, we have examined the County Resolution and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein.

Based upon the foregoing, and solely with respect to the laws of the State of California (the "State"), we are of the opinion, as of the date hereof, that:

1. The County is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of California.

2. The County Resolution approving and authorizing the execution and delivery of the Purchase Contract and the issuance of the Bonds was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

4. To the best of my knowledge, the obligations of the District under the Series C Bonds, and the approval of the Official Statement and compliance with the provisions thereof, and the execution of and performance of the provisions of the Purchase Contract, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation court order or consent decree to which the District is subject.

5. The Election was validly ordered and the proceedings relating thereto were conducted in compliance with all requirements of the Constitution and the laws of the State of California.

6. No authorization, approval, consent, or other order of the State of California, or other governmental authority or agency within the State of California, is required for the valid authorization of the Series C Bonds, the execution of the Purchase Contract or the approval of the Official Statement.

Very truly yours,

3. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the County (a) affecting the existence of the County or the titles of its officers who have acted with respect to the proceedings for issuance and sale of the Bonds to their respective officers; (b) seeking to prohibit, restrain or enjoin the execution of the Purchase Contract or the issuance of the Bonds or in any way contesting or affecting the validity or enforceability of the bonds, the Purchase Contract, or the County Resolution; (c) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under the County Resolution or the Purchase Contract; or (d) seeking to restrain or enjoin the levy or collection of tax revenues pledged for payment of the Bonds.

4. The Purchase Contract has been duly authorized, executed and delivered by the County and Bonds have been duly authorized by the County, executed by the County on behalf of the District and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Contract will constitute the legal, valid and binding agreement of the County enforceable against the County in accordance with its terms

With respect to the opinions we have expressed, enforcement of the rights and obligations under the County Resolution, the Purchase Contract and the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on legal remedies imposed in actions against public entities in the State. We express no opinion as to the availability of equitable remedies in connection with enforcement of the County Resolution, the Purchase Contract or the Bonds.

Very truly yours,

LLOYD W. PELLMAN
County Counsel

By
Principal Deputy County Counsel